

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

**IN RE PHARMACEUTICAL INDUSTRY
AVERAGE WHOLESALE PRICE
LITIGATION**

MDL No. 1456

CIVIL ACTION: 01-CV-12257-PBS

Judge Patti B. Saris

**AFFIDAVIT OF WILLIAM J. EINHORN,
ADMINISTRATOR OF TEAMSTERS HEALTH AND WELFARE
FUND OF PHILADELPHIA AND VICINITY**

I, William J. Einhorn, under the penalty of perjury, hereby declare as follows:

1. I am the Fund Administrator of Teamsters Health and Welfare Fund of Philadelphia and Vicinity ("THWF"). I have full knowledge of the matters stated herein, and could and would testify hereto if necessary.

2. THWF is an "employee welfare benefit plan" and "employee benefit plan" maintained pursuant to section 302(c)(5) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. 186(c)(5), and as defined by section 1002(1) and (3) of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. 1001, et seq.

3. THWF's office from which it pays medical benefits, including benefits for prescription drugs, is located in Philadelphia, Pennsylvania.

4. Pursuant to the Agreement and Declaration of Trust under which it was created, THWF provides comprehensive health care benefits to approximately 10,600 participants who are employed under various collective bargaining agreements ("employees") and their dependents ("beneficiaries"), equaling a total covered population of approximately 28,000 individuals. THWF's participants and beneficiaries are located

throughout the United States and made purchases of defendants' drugs in, among other states, Pennsylvania, New Jersey and Delaware.

5. THWF's health and medical benefits are provided under written benefit plans. THWF has generally provided drug coverage under its benefit program as follows:

a. For brand name prescription drugs, THWF contracts with a pharmacy benefit manager ("PBM") to administer THWF's prescription drug plan. THWF pays its PBM for all brand name prescription drug purchases made by its members at a price based on the average wholesale price ("AWP"). Since approximately 1986, THWF has contracted with General Prescription Programs, Inc. ("GPP") to administer its prescription drug plan.

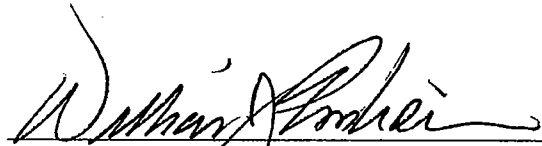
b. Presently, THWF contracts with GPP to administer THWF's drug plan with respect to injectable drugs with a "J Code" designation.

i. Prior to THWF's contracting with GPP for administrative services in connection with J-Code drugs in approximately 2001, THWF processed J-Code drugs in-house. From 1991 to 2001, THWF paid for J-Code drugs at a price which was the lesser of the AWP or the actual cost charged by the medical provider, less any co-payment amount.

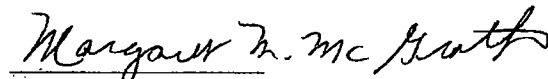
6. During the Class Period, THWF paid for certain pharmaceuticals, based on AWP, that were manufactured by each of the Defendants as set forth at Appendix B of the AMCC.

7. THWF has been actively involved in the prosecution of this litigation and has enlisted the assistance of skilled and experienced class action counsel. THWF's interests are not antagonistic to the interests of the members of the proposed Class.

8. THWF does not have the economic ability or incentive to prosecute a case of this magnitude individually against such well-financed defendants in this litigation and therefore believes that a class action is a superior way to redress the wrongs alleged as to THWF and the other members of the class it seeks to represent.


William J. Einhorn
Fund Administrator

Subscribed to before me this 31st day
of August, 2004.


Notary Public

